



Registration of a Charge

Company name: **NCIS LTD**

Company number: **07812901**



X9YJ5QXV

Received for Electronic Filing: **17/02/2021**

Details of Charge

Date of creation: **16/02/2021**

Charge code: **0781 2901 0008**

Persons entitled: **ADVANTEDGE COMMERCIAL FINANCE (NORTH) LIMITED**

Brief description: **3. THE MORTGAGOR WITH FULL TITLE GUARANTEE HEREBY CHARGES THE PROPERTY TO THE COMPANY BY WAY OF LEGAL MORTGAGE WITH PAYMENT TO THE COMPANY OF THE DEBTOR'S OBLIGATIONS AND ALL OTHER MONEY HEREBY COVENANTED TO BE PAID OR OTHERWISE PAYABLE HEREUNDER (5) "THE PROPERTY" MEANS ALL THAT FREEHOLD LAND BEING STOCKTON ON TEES BOROUGH COUNCIL, TEESWAY, NORTH TEES INDUSTRIAL ESTATE, STOCKTON-ON-TEES TS18**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GEORGIA DAVIES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7812901

Charge code: 0781 2901 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th February 2021 and created by NCIS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th February 2021 .

Given at Companies House, Cardiff on 18th February 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

NCIS LIMITED

and

ADVANTEDGE COMMERCIAL FINANCE (NORTH) LIMITED

LEGAL CHARGE

securing third party liabilities
relating to

NCIS RECRUITMENT LIMITED

BERMANS

Solicitors
Third Floor
One King Street
Manchester
M2 6AW

THIS LEGAL CHARGE made the 16th day of February 2021

BETWEEN:-

NCIS LIMITED (Company Number: 07812901) whose registered office is at H&C Training & Business Centre Teesway, North Tees Industrial Estate, Stockton-On-Tees, Cleveland, England, TS18 2RS (hereinafter called "the **Mortgagor**") of the one part and ADVANTEDGE COMMERCIAL FINANCE (NORTH) LIMITED (Company Number 08579241) whose registered office is at 1 London Street, Reading, Berkshire RG1 4PN (hereinafter called "the **Company**") of the other part.

WHEREAS:-

- (1) The Company has entered into a Factoring Agreement dated [16th Oct 2020] ("the **Agreement**") with NCIS Recruitment Limited (Company Number: 11998791) whose registered office is situate at Unit 7 Courtyard 31, Pontefract Road, Normanton, United Kingdom, WF6 1JU ("the **Debtor**").
- (2) In consideration of the Company providing and continuing to provide factoring facilities to the Debtor under the Agreement at the request of the Mortgagor, the Mortgagor agreed to enter into this Legal Charge to provide security to the Company to secure all sums due to the Company under the Agreement or otherwise, together with interest costs and Expenses.

NOW THIS LEGAL CHARGE made in pursuance of the said agreement and for the consideration aforesaid WITNESSETH as follows:-

1. IN this Legal Charge the following expressions have the following meanings respectively:-

- (1) "the said rate" means the rate of 4% per annum above base lending rate of the Bank
- (2) "the quarter days" means the 31 March the 30 June the 30 September and the 21 December in each year
- (3) "the Bank" means National Westminster Bank PLC
- (4) "the Debtor's Obligations" means all monies which shall now or at any time or times after this date be due owing or payable to the Company from or by the Debtor under the Agreement or otherwise together with interest costs and Expenses incurred by the Company
- (5) "the Property" means all that Freehold land being Stockton On Tees Borough Council, Teesway, North Tees Industrial Estate, Stockton-On-Tees TS18

2RS as the same is contained in title number CE32994 and registered at HM Land Registry

(6) "**Expenses**" means all expenses (on a full indemnity basis) incurred by the Company or any Receiver at any time in connection with the Property or the Debtor's Obligations or in taking perfecting enforcing or exercising any power under this Legal Charge with interest from the date on which they are incurred

(7) "**interest**" where used in relation to the Debtor's Obligations means interest at the rate charged to the Debtor by the Company

2. **THE MORTGAGOR HEREBY COVENANTS** with the Company to pay to the Company and discharge the Debtor's Obligations on demand together with interest at the said rate and Expenses.

3. **THE MORTGAGOR** with full title guarantee **HEREBY CHARGES** the Property to the Company by way of legal mortgage with payment to the Company of the Debtor's Obligations and all other money hereby covenanted to be paid or otherwise payable hereunder

4. **THIS** Legal Charge is a continuing security and shall remain in force (notwithstanding repayment in full of the said sum and interest thereon on the death or disability of the Mortgagor) until payment and discharge in full of all the Debtor's Obligations and of all other money hereby secured

5. **FOR** the purposes of calculating the amount of any interest payable by the Mortgagor under this Legal Charge quarterly rests in relation to principal money shall be taken on the quarter days and the amount of interest payable on a quarter day shall be calculated at the appropriate rate on the money outstanding on that quarter day

6. **NOTWITHSTANDING** anything contained in any other provision of this Legal Charge **IT IS HEREBY DECLARED** that for all purposes of or connected with the statutory power of sale or the power of appointing a receiver hereunder such powers shall be deemed both to arise and to become exercisable on the date of this Legal Charge

7. **THE COMPANY** hereby warrants that upon payment in full by the Mortgagor of all money and interest for which the Mortgagor is or may become liable to the Company under the covenants on its part contained in clause 2 hereof the Mortgagor will be discharged from any liability to the Company

8. THE COMPANY may without the Mortgagor's consent and without releasing or affecting the security created by this Legal Charge do any of the following:-

- (1) allow to the Debtor or any other person any time or indulgence
- (2) grant to the Debtor any new or increased facility and increase any rate of interest or charge
- (3) enter into renew vary or end any agreement or arrangement with the Debtor or any other person
- (4) renew vary refrain from enforcing or release any present or future security or guarantee which the Company holds from the Debtor or any other person
- (5) compound with the Debtor or any other person

9. THE COMPANY'S security shall be preserved as follows:-

- (1) if any of the Debtor's Obligations are at any time void or unenforceable against the Debtor for any reason this Legal Charge shall nevertheless secure the same amount as that which it would have secured had the Debtor's Obligations not been void or unenforceable
- (2) the security created by this Legal Charge shall not be released or affected by any failure by the Company to take any security or by the invalidity of any security taken
- (3) this Legal Charge is in addition to all other security present or future held by the Company in respect of the Debtor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Company
- (4) the security created by this Legal Charge shall not be affected by any other security held by the Company in respect of the Debtor's Obligations being void or unenforceable
- (5) the Mortgagor shall remain liable under the security created by this Legal Charge notwithstanding any settlement between the Company and the Mortgagor or any release given by the Company to the Mortgagor if any security given or payment made to the Company by the Debtor or any other person is avoided or reduced under the law relating to bankruptcy or liquidation from time to time in force and the Company shall be entitled to retain this security until it is satisfied that it will not have to make any repayment under such law

10. **UNTIL** all claims of the Company in respect of the Debtor's Obligations have been discharged in full:-

- (1) the Mortgagor shall not be entitled to participate in any security held by the Company or money received by the Company in respect of the Debtor's Obligations
- (2) the Mortgagor shall not in competition with or in priority to the Company make any claim against the Debtor or any co-surety or their respective estates nor make any claim in the bankruptcy or liquidation of the Debtor or any co-surety nor take or enforce any security from or against the Debtor or any co-surety
- (3) any security taken by the Mortgagor from the Debtor or any co-surety shall be held in trust for the Company as security for the Debtor's Obligations

11. **THE COMPANY** may appropriate all payments received in respect of the Debtor's Obligations in reduction of any part of the Debtor's Obligations as the Company decides

12. **THE** Mortgagor will keep the Property in good condition and comprehensively insured to the Company satisfaction for its full reinstatement cost and in default the Company (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property

13. **THE** Mortgagor will hold in trust for the Company all money received under any insurance of the Property and at the Company option will apply the same in making good the relevant loss or damage or in or towards discharge of the money hereby secured

14. **THE** Mortgagor applies to the Chief Land Registrar for a restriction to be entered on the register of its title to the Charged Property in the following form:-

"no disposition of the registered estate by the Proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the Proprietor for the time being of the Charge created by this Deed in favour of Advantagedge Commercial Finance (North) Limited referred to in the Charges Register".

15. **THE** Mortgagor will not without the Company's prior written consent:-

- (1) grant or accept a surrender of any lease or licence of the Property
- (2) part with or share possession or occupation of the Property
- (3) create, or attempt to create or permit to subsist or arise any mortgage, charge, lien or other security interest on or over the Property (except for any prior encumbrance).

16. **THE COMPANY** shall have the following powers:-

- (1) the Company may without restriction grant or accept surrenders of the leases of the Property
- (2) Section 103 of the Law of Property Act 1925 shall not apply and the Company may exercise its power of sale and other powers under that or any other Act or this Legal Charge at any time after the date of this Legal Charge
- (3) the Company may under the hand of any official or under seal appoint or remove a receiver or receivers of the Property and may fix and pay the fees of a receiver but any receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the receiver's acts defaults and remuneration
- (4) all or any of the powers conferred on a receiver by clause 16 may be exercised by the Company without first appointing a receiver or notwithstanding any appointment
- (5) the Company will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Company
- (6) Section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge

17. **A receiver** shall have the following powers:-

- (1) to carry out work at or sell lease charge deal with dispose of and manage the Property and do anything which he considers conducive or incidental to managing and realising the Property or the income from the Property and he may borrow any money he requires for those purposes
- (2) to remove store and dispose of any furniture or goods found in the Property which the Mortgagor shall refuse or omit to remove and the receiver will account to the Mortgagor for the proceeds of any sale after deducting all expenses incurred under this sub-clause
- (3) in the case of joint receivers any power may be exercised jointly and severally
- (4) to apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

18. **THE** Mortgagor hereby irrevocably appoints the Company and any receiver severally to be the attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor

name and on the Mortgagor behalf to sign or execute all deeds instruments and documents which may be required by the Company or any receiver pursuant to this Legal Charge or the exercise of any of their powers

19. A Certificate signed by an official of the Company as to the amount of the Debtor's Obligations or the amount due from the Mortgagor under this Legal Charge shall be conclusive evidence save in the case of manifest error or on any question of law

20. (1) ANY notice or demand from the Company may be sent by post or telex or delivered to the Mortgagor at the above address or the Mortgagor address last known to the Company

(2) A Notice or demand by the Company served by post shall be deemed served on the day after posting


(3) A notice or demand from the Company delivered by hand shall be deemed served at the time of delivery

21. THIS Legal Charge shall be governed by and construed in accordance with the laws of England

IN WITNESS whereof the Mortgagor has hereunto executed this Legal Charge the day and year first before written

EXECUTED AND DELIVERED as a deed
by **NCIS LIMITED**
acting by a director in the presence of:

) Signature
)
)
) Name


KEVIN CHAMBERS
Director

Witness Signature



Witness Name

N. WELSH

Address

3 HUBB VILLAS

STOCCTON

TS19 0SX

Occupation

OFFICE MANAGER